

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
NORTHERN DIVISION

TINA McMECHEN  
and MADELEINE WATSON

PLAINTIFFS

v.

No. 3:18-cv-218-DPM

BLACKBOARD, INC.

DEFENDANT

ORDER

1. The Court appreciates the thorough and candid joint report, *No. 30*. There's now no need for the January 29th status conference. It's cancelled. The joint report makes plain what happened since the Court's December Order, *No. 27*. Given all that had gone before, it would have been better if the parties and counsel had informed the Court—with the stipulation of dismissal and proposed approving Order—about their change in course. But, the second proposed settlement was not consummated, *No. 30 at 3–4*, and their third proposed settlement is now a matter of public record. No useful purpose would be achieved by more ventilation of all this.

2. The parties' third proposed settlement agreement, *No. 30 at 8–41*, is a fair, reasonable, and adequate resolution of their good-faith wage dispute. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353–54 (11th Cir. 1982); *see also Melgar v. OK Foods*, 902 F.3d 775, 779 (8th Cir. 2018). The public's interest in being able to follow and

understand the Court's work, and in particular the Court's approval of the parties' deal, is furthered by the public filing of the key documents. The proposed attorney's fee was rooted in counsel's engagement letter; and there was full communication during negotiations. The fee is approved. *Barbee v. Big River Steel, LLC*, 927 F.3d 1024, 1027 n.1 (8th Cir. 2019); *Melgar*, 902 F.3d at 779.

3. The original motion to dismiss, *No* 24, is denied as moot. The renewed motion to approve and dismiss, which is embedded in the joint report, *No* 30, is granted. The Court will enter Judgment, retaining jurisdiction for one year to enforce the parties' settlement.

So Ordered.

D.P. Marshall Jr.  
D.P. Marshall Jr.  
United States District Judge

27 January 2020